



018416/FL-RE-PI-

Payment Due Date	08/01/04	
Current Payment	\$	1,920.64
Past Due Payment(s)	\$.00
Unpaid Late Charges	\$.00
Other Charges	\$.00
Total Amount Due	\$	1,920.64
After 08/16/04 Add Late Charge Of	\$	102.17
Total Payment After 08/16/04	\$	2,022.81

Account Information

Item Description	Amount
Balances	
Principal Balance	\$ 240,000.00
Escrow Balance	\$ 871.14
Unpaid Late Charges	\$.00
Payment Factors	
Int Rate - First Mtg	7.650%
Principal & Interest	\$ 1,702.83
Escrow Payment	\$ 217.81
Other	\$.00
Total Payment Amount	\$ 1,920.64
Year to Date	
Interest	\$ 1,428.00
Taxes	\$.00

CORLA JACKSON
 13230 TOM GASTON RD
 MOBILE AL 36695-8658



Loan Number 0013474848
Property Address 13230 TOM GASTON RD
 MOBILE AL 36695
Home Phone 251-865-4440
Work Phone 702-524-3135

Activity Since Last Statement

Date	Description	Principal	Interest	Escrow	Misc.	Late/Other Charges	Total
06/03	NEW LOAN SET UP	\$240,000.00-					
06/03	PREDIST PMT		\$1,428.00	\$871.14			\$2,299.14

Payments received after the statement date may not appear on this statement.

WELCOME TO OPTION ONE

Option One Mortgage Corporation is pleased to welcome you as a customer. We are happy to have helped facilitate the financing of your home loan. For your convenience, we will send you a billing statement every month which includes a payment stub and an envelope that you can use to mail in your payments.

Please verify the information on the billing statement, particularly your property and mailing addresses. You can use the back of the payment stub to indicate any corrections or changes needed.



To access your account information online, you must first register as a new user. During the registration process, you will be asked to choose a user name and password. You will then use the user name and password you created to log in.

New Loan Verification Line: 888.323.4390
 Online account access: www.optiononeonline.com

DETACH AND SEND LOWER PORTION WITH PAYMENT



GE Money Home Loans

PO BOX 25142
Santa Ana, CA 92799-9905

February 8, 2006

Address

RE: Account No. : 0835002124
Property Address : 13230 Tom Gaston Rd Mobile, AL 36695-0000
File No. : CRTN
Date of Loss : LDT

Dear Corla Jackson

We realize how difficult a loss to your home can be, and we want to process your claim as quickly and efficiently as possible. To assist in the claim- handling process, please submit the following items to our office:

1. The insurance claim check(s) (SIGNED/ENDORSED BY ALL PARTIES LISTED ON THE CHECKS).
2. The enclosed *Homeowner's Statement* completed and signed by you.
3. A copy of the insurance adjuster's detailed report or your contractor's detailed damage estimate for repairs.
4. A copy of the signed contract between you and your contractor doing the repairs.
5. The enclosed *Contractor Affidavit/Statement* needs to be completed and returned to our office once ALL REPAIRS HAVE BEEN COMPLETED.

Upon receipt of the fully endorsed insurance claim check and above required information, we will release a portion of the claim funds within 4-5 business days after receipt. If all required items are not received, we are unable to proceed with a disbursement of the claim funds until the missing items are submitted.

Due to the amount of loss, partial funds will be released at various stages. After the first release of insurance funds, periodic property inspections will be needed to confirm repair progress. Please contact our office seven to ten business days prior to needing additional funds to allow time for the property inspection.

If I may be of additional assistance, please call me at 1-866-354-7281.

Sincerely,

Insurance Claims Center
FAX: (866)336-3811

GE TPA 13
HAZ6-NWCLMDP
Enclosures
BRE

Loan Number: 651003367

Servicing Number: 001347464-8

Date: 05/26/04

INSTRUCTIONS TO CLOSING AGENT

BORROWER: CORLA JACKSON
DOCUMENT DATE: 05/26/04
DISBURSEMENT DATE: 06/01/04
BRANCH: Atlanta House
PROPERTY ADDRESS: 13230 TOM GASTON RD
MOBILE, AL 36695-8658
COUNTY: Mobile

MONTHLY PAYMENT:
P & I: \$1,702.83
TAX: \$73.32
INS.: \$144.49
FLOOD: \$0.00
Misc: \$0.00
TOTAL: \$1,920.64

TO: HERITAGE TITLE
2521 HILLCREST RD STE C
MOBILE, AL 36695
CLOSING AGENT
Phone: (251) 776-1661
Fax: (251) 662-3336
E-Mail: paigettitle@yahoo.com

TITLE CO: STEWART TITLE COMPANY
5760 I-55 NORTH SUITE 200
JACKSON, MS 39211
CLOSING AGENT
Phone: (601) 977-9776
Fax: (601) 977-9790

CLOSING AGENT No.: JACKSON

TITLE ORDER No.: 999010283

SALES PRICE:
LOAN AMOUNT: \$240,000.00

INTEREST RATE: 7.650%
LOAN TERM: 360

FIRST PAYMENT DATE: August 01, 2004
LAST PAYMENT DATE: July 01, 2034

TITLE INSURANCE REQUIREMENTS

ALTA POLICY** must contain endorsements: 6.1, 8.1 (OR EQUIV) CLTA 116 (OR EQUIV)

EAGLE TITLE POLICY **All Inclusive/Comprehensive (if Applicable)
with liability in the amount of \$ 240,000.00 on property described herein.

Date and Time of Title Policy must be exactly as reflected on the Deed of Trust/Mortgage/Security Deed.

** Please issue ALTA Short Form Policy when available. For Second Mortgage Loans, Lender will accept CLTA or standard ALTA Policy in lieu of an Extended Coverage ALTA Policy.

LIABILITY SUBJECT ONLY TO: (Gen. & Spec. taxes) Fiscal Year: COUNTY/PARISH: All 2003 Paid
CITY: SCHOOL:
CITY/SCHOOL: SPECIAL DISTRICT:
TOWN/TOWNSHIP/BOROUGH/PLANTATION:
VILLAGE: SURFACE WATER MANAGEMENT:

Funds may be used for account of the vestees or mortgagors, and you will record all instruments when you comply with the following:

1. Issue said form of Policy showing name of insured to read
Option One Mortgage Corporation, a California Corporation, Its
Successors and/or Assigns
2. Issue said form of Policy showing title vested as shown below.
Title must be vested in individuals only.
CORLA JACKSON, A SINGLE WOMAN
3. Issue said form of Policy free from encumbrances except items
NONE
of Preliminary Title Report or Title Commitment dated 05/03/04
4. Survey exception, if applicable, MUST be removed from the title policy. If survey is required to remove the survey exception and issue the title policy as requested, contact the Lender prior to disbursement of funds.
5. VERIFICATION that vesting on Grant/Warranty Deed matches Deed of Trust/Mortgage/Security Deed.
6. All liens, judgements, delinquent or outstanding personal and/or property taxes must be paid in full and released or a partial reconveyance issued releasing our subject property. INDEMNIFICATIONS are NOT ACCEPTABLE. -PROOF OF PAYOFF IS REQUIRED.
7. This loan MUST record in ☒ First Lien Position ☐ Second Lien Position.
8. Forward original title policy in duplicate directly to lender within 90 days of closing (see page 5)

NexTier Bank

1301 Grandview Avenue, Suite 120
Pittsburgh, PA 15211
Phone: 877-533-2784 Fax: 412-390-3535

To whom it may concern,

Based on the credit information supplied to me, Corla Jackson would qualify for a mortgage if all negative information regarding her mortgage were taken off the three credit bureaus. **(Trans Union, Equifax and Experian)** Then her credit scores would need to go back up in the 700 Range. Once her credit scores are increased and the negative reporting of her current mortgage company is removed she would be able to apply for a new mortgage.

This property is **uninhabitable to live in**, it cannot be borrowed against, or used as a secured instrument to be sold as a primary residence for anyone to live in until it is brought up to zoning coded, and all the structural damages are completed, for its intended use.

Based on our knowledge of all (Structural Damages) it must also comply, with high wind zoning laws first, which exceeds the limit of the mortgage of **(\$240,000)**, and the limit of insurance of **(\$312,000)**. We cannot put a mortgage against a property that cannot be lived in safely, or as permanent primary residents, to occupy per our appraisers guidelines.

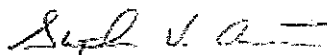
This letter basically says (Ms. Jackson) would qualify for a mortgage, if she did not carry the liability on an insured uninhabitable home, which cannot legally be occupied, until it can be signed off on by (Mobile County Chief Building Inspector).

When we closed on Ms. Jackson's current property the lender required the homeowner to obtain homeowners insurance that would cover any damages whether from fire, flooding, hurricane or any other storm related damages to this property. **This insurance covers, the entire replacement cost.**

This case had nothing to do with mold, at the time of loss. This had to do with Structural Damages being completed on this Dwelling, at the time of loss. Because the Structural Damages was not completed, and not brought up to high wind codes, to prevent further and major damages at the time of loss mold set in, by not removing and replacing the wet contaminated rain water debris throughout the entire Dwelling. This included inside the walls, structure, and hard wood floors throughout.

If you have any questions or concerns regarding this matter, please do not hesitate to call or e-mail me.

Sincerely,



Steve Arthur
412-390-3530 Ext. 108
412-298-2748 Cell Phone *(Evenings and Weekends)*
sarthur@fedmc.com

Federated Mortgage Corp. or any subsidiaries of Federated Mortgage Corp. shall not be liable for the contents contained in this electronic data. The views contained in this electronic document are the views of the individual sending this document.

**A. U.S. Department of Housing
and Urban Development****B. Type of Loan**

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FARM	3. <input type="checkbox"/> Conv. Unins.
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	6. Other
6. File Number 401552		7. Loan Number 051003357
8. Mortgage Ins. Case No.		

Settlement Statement**2. Notes**

This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside the closing; they are shown here for information purposes and are not included in the totals.

3. Name of Borrower:

Curt Jackson

4. Name of Seller:**5. Name of Lender:**Optima One Mortgage Corporation, 1600 Piedmont Circle SE, Atlanta, GA
30339-2147**6. Property Location:**

13230 Tom Gaston Rd, Mobile, AL 36685-8588

7. Settlement Agent:

Heritage Title, LLC (228) 888-7152

TIN: 03-1283722

8. Place of Settlement:**9. Settlement Date:**

5/28/2004

10. Promotion Date:

6/1/2004

100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	234,768.18	403.	
104. Pay off of Vendor's Lien	5,000.00	404.	
105. Pay off Vendor's Lien	5,000.00	405.	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	244,768.18	420. Gross amount due to seller:	0.00
201. Deposit or earnest money		401. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	240,000.00	402. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		403. Existing loan(s) taken subject to	
204.		404. Payoff of first mortgage loan	
205.		405. Payoff of second mortgage loan	
206.		406.	
207.		407.	
208. Lender Credit to Borrower	4,800.00	408.	
209.		409.	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	244,800.00	520. Total reduction in amount due seller:	0.00
301. Gross amount due from borrower (line 120)	244,768.18	601. Gross amount due to seller (line 420)	0.00
302. Less amount paid by/for borrower (line 220)	244,800.00	602. Less total reduction in amount due seller (line 520)	0.00
303. CASH (FROM) (TO) BORROWER	33.82	603. CASH (FROM) (TO) SELLER	0.00

SUBSTITUTE FORM 1009 SELLER STATEMENT - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is not entered, lines 403 and 404, 406, 407 and 408-412) (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this form is required to be reported and the IRS determines that it has not been reported.

SELLER INSTRUCTION - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Heritage Title, LLC (228) 888-7152 with your correct taxpayer identification number.

If you do not provide Heritage Title, LLC (228) 888-7152 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

12-12020-mg Doc 682-5 Filed 07/03/12 Entered 07/03/12 15:59:21 Exhibit 2

Settlement Charges (Part 4) Pg 6 of 54

File Number: 461563

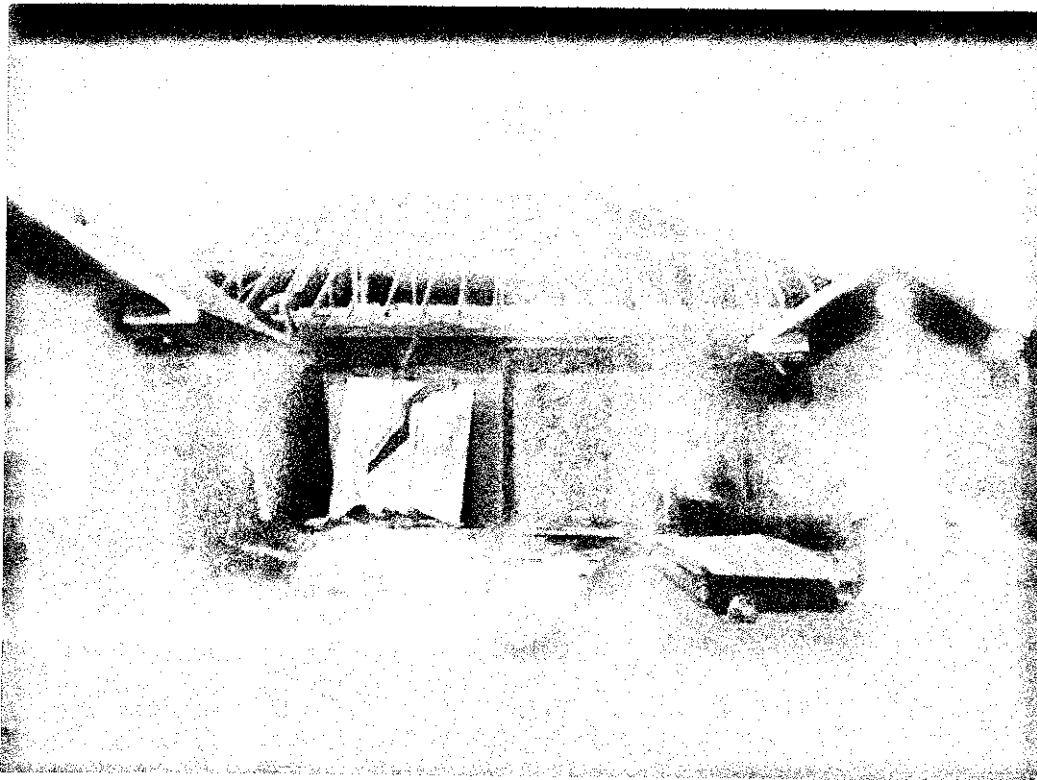
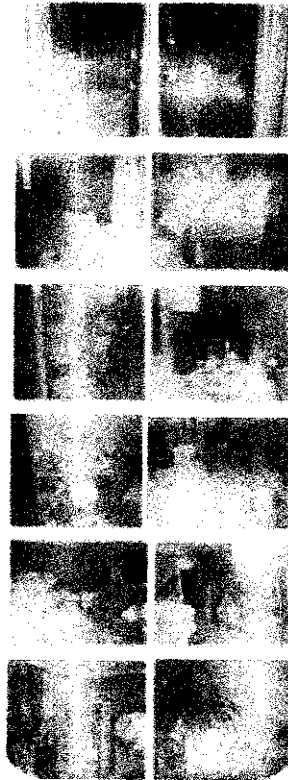
700. Total sales/broker commission		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:			
701.	\$		
702.	\$		
703.	Commission paid at settlement		
704.			
800. Items payable in connection with loan			
801.	Loan origination fee		
802.	Loan discount		
803.	Appraisal fee to Colorado Federal Savings Bank		
804.	Credit report POCS 300.00		
805.	Lender's inspection fee		
806.	Mortgage insurance application fee		
807.	Assumption fee		
808.	Processing Fee to Colorado Federal Savings Bank		
809.	Application Fee	375.00	
810.	Administration Fee		
811.	Tax Service Fee to Fidelity National Tax Service		
812.	Flood Certification Fee to First American Flood Data Services	70.00	
813.	Broker Fee to Colorado Federal Savings Bank	12.00	
814.	Funding Fee to Option One Mortgage Corporation	3,120.00	
815.	Underwriting Fee to Option One Mortgage Corporation	50.00	
816.		505.00	
817.	Items required by lender to be paid in advance		
818.	Interest from 6/1/2004 to 7/1/2004 at \$81.0000/day for 30 days	1,530.00	
819.	Mortgage insurance premium for		
820.	Hazard insurance premium for 1 yr. to Farmers Insurance POCS 1739.62		
821.			
822.	Reserve deposits with lender		
823.	Hazard insurance 4 mo. @ \$144,4500 per mo.		
824.	Mortgage insurance	577.98	
825.	City property taxes		
826.	County property taxes 11 mo. @ \$73,3200 per mo.		
827.	Annual assessments (maint.)	808.82	
828.			
829.			
830.	Aggregate Accounting Adjustment to Corie Jackson		
831.	Title charges	(513.34)	
832.	Settlement or closing fee to Heritage Title, LLC		
833.	Abstract or title search to Heritage Title, LLC	380.00	
834.	Title examination	100.00	
835.	Title insurance binder		
836.	Document preparation		
837.	Notary fees		
838.	Attorney's fees to		
839.	Includes above items no.:		
840.	Title insurance to Heritage Title, LLC		
841.	Includes above items no.:	705.00	
842.	Lender's coverage \$240,000.00	\$175.00	
843.	Owner's coverage \$240,000.00	\$530.00	
844.			
845.	Endorsement Fee		
846.	Courier Fee to Heritage Title, LLC		
847.	Government recording and transfer charges	32.00	
848.	Recording fees: Mortgage \$434.00		
849.	City/county tax/stamps:	434.00	
850.	State tax/stamps:		
851.			
852.			
853.			
854.	Additional settlement charges:		
855.	Survey		
856.	Post inspection		
857.	Pay off Mortgage to Southtrust Bank		
858.	Payoff Mortgage to Hibernia Bank	44,834.80	
859.	Pay on Account to NCO Financial	181,398.15	
860.		291.00	
861.	Total settlement charges (entered on lines 103, section J and 502, section K)	234,766.18	

CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Corie Jackson 5/26/04

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

CJ000100



28.50
360.00
388.50
10.00
398.50
2.00
400.50

WHEN RECORDED MAIL TO:
OPTION ONE MORTGAGE CORPORATION
P.O. BOX 57096
IRVINE, CA 92619-7096
ATTN: RECORDS MANAGEMENT

2004042906 Book-5605 Page-1910
Total Number of Pages: 11

Loan Number: 651003367
Servicing Number: 001347464-8

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 26, 2004 . The grantor is
CORLA JACKSON, A SINGLE WOMAN

("Borrower"). This Security Instrument is given to

Option One Mortgage Corporation, a California Corporation

which is organized and existing under the laws of CALIFORNIA
address is

3 Ada, Irvine, CA 92618

("Lender"). Borrower owes Lender the principal sum of
TWO HUNDRED FORTY THOUSAND

AND NO/100THs Dollars (U.S. \$240,000.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debts, if not paid earlier, due and payable on July 01, 2034. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in

Mobile

County, Alabama:

02-35-06-23-0-000-002.010

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

State of Alabama - Mobile County
I certify this instrument was filed on:

Thu, Jun-10-2004 @ 2:13:56PM

RECORDING FEE	28.50
SURCHARGE	10.00
S. R. FEE	2.00
MORTGAGE TAX	360.00
TOTAL AMOUNT	\$400.50

2004042906
Don Davis, Judge of Probate

which has the address of 13230 TOM GASTON RD, MOBILE

Alabama 36695-8658
[Zip Code]

("Property Address");

[Street, City].

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

ALABAMA - Single Family
Page 1 of 7

ALD10011.wp (11-30-01)

Loan Number: 651003367

Servicing Number: 001347464-8

Date: 05/26/04

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances or record.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest, Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates or expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If the Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the hold of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, or applicable Law otherwise requires, insurance proceeds shall be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining any

C.D.

Loan Number: 651003367

Servicing Number: 001347464-8

Date: 05/26/04

If Lender invokes the power of sale, Lender shall give a copy of a notice to Borrower in the manner provided in paragraph 14. Lender shall publish the notice of sale once a week for three consecutive weeks in a newspaper published in

Mobile

County, Alabama, and thereupon shall sell the Property to the highest bidder at public auction at the front door of the County Courthouse of this County. Lender shall deliver to the purchaser Lender's deed conveying the Property. Lender or its designee may purchase the Property at any sale. Borrower covenants and agrees that the proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this

Loan Number: 651003367

Servicing Number: 001347464-8

Date: 05/26/04

interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments no longer be required, at the option of Lender, of mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirements for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking or any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Lender may apply, use or release the condemnation proceeds in the same manner as provided in paragraph 5 hereof with respect to insurance proceeds.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph

17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the

Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charge, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

WHEN RECORDED MAIL TO:
OPTION ONE MORTGAGE CORPORATION
P.O. BOX 57096
IRVINE, CA 92619-7096
ATTN: RECORDS MANAGEMENT

CERTIFIED COPY
OF ORIGINAL

Loan Number: 651003367
Servicing Number: 001347464-0

Sign Above This Line For Recording Date

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 26, 2004. The grantor is
CORLA JACKSON, A SINGLE WOMAN

("Borrower"). This Security Instrument is given to

Option One Mortgage Corporation, a California Corporation

which is organized and existing under the laws of CALIFORNIA, and whose
address is

3 Ada, Irvine, CA 92618

("Lender"). Borrower owes Lender the principal sum of
TWO HUNDRED FORTY THOUSAND

AND NO/100THS Dollars (U.S. \$240,000.00)

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides
for monthly payments, with the full debt, if not paid earlier, due and payable on July 01, 2034.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and
all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced
under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's
covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby
mortgage, grant and convey to Lender and Lender's successors and assigns, with power of sale, the following
described property located in

Mobile

County, Alabama

02-35-06-23-0-000-002.016

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART THEREOF.

which has the address of 13230 TOM GASTON RD, MOBILE

Alabama 36695-6658
[Zip Code]

("Property Address");

(Block, City).

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever,
together with all the improvements now or hereafter created on the property, and all easements, appurtenances, and
fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this
Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

ALABAMA - Single Family
Page 1 of 7

ALD10011.up (11-06-01)

C.J.

CJ000182

4/21/2004 17:17

412-391-6535

Federated Mortgage Corp.

Slattery, Jennifer

6/6

Supplemental Addendum

File No. 24-Jack

Seller/Client: Carol Gibson			
Property Address: 11230 Tom Gaster Rd			
City: Mobile	County: Mobile	State: AL	Zip Code: 36685-0050
Lender: Colorado Federal Savings Bank			

Subject property value is \$50,000 for three acres. This equates to roughly \$17,000 per acre.

A \$34,000 adjustment was made to each comparable sale to accommodate an additional two acres to subject and all sales.

The adjusted values of each comparable sale as well as the subject's indicated value will increase accordingly.

The subject and five acres will be, say, \$340,000.

All site line adjustments are in excess of 10% after the \$34,000 addition. All other adjustments are within guidelines.

All comparable sales are in more defined and well developed subdivisions with higher per acre site values than subject.

The \$34,000 adjustments for additional acreage attempts to reconcile all valuable variables involved while acknowledging a reasonable addition in values for the acreage.

GMAC Mortgage

P.O. Box 25144
Santa Ana, CA 92799-5144

September 6, 2006

Corla Jackson
13230 Tom Gaston Rd
Mobile, AL 36695-0000

RE: Property Address :13230 Tom Gaston Rd Mobile, AL 36695-0000
File No. : GMC002124
Date of Loss : 08/24/2005

To Whom It May Concern:

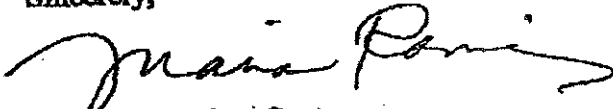
This letter is to confirm the following. Hurrican Katrina damages on this propoerty have been partially completed. At this point we have confirmed that only the roof has been completed.

To date we received a total of 69,294.45 in checks payable to Ms. Jackson and GMAC. The estimate provided by Town & Country Roofing was \$59,800.00. Leaving only 9,494.45 for the rest of repair to the property.

According to Ms. Jackson she has not received any additional funds for repair of the rest of the damages to the property.

Any further assistance need you may contact me at 866-354-7281 ext. 8534

Sincerely,



Insurance Claims Center
FAX: (866)336-3811

3451 Hammond Avenue
PO Box 780
Waterloo IA 50704-0780

GMAC Mortgage

September 29, 2008

Corla Jackson
13230 Tom Gaston Rd
Mobile AL 36695

RE: Account Number 0835002124
Property Address 13230 Tom Gaston Rd
Mobile AL 36695

Dear Corla Jackson:

I am writing to confirm the review completed by our insurance claims division relating to your insurance losses to the property at 13230 Tom Gaston Road. Thank you for taking the time to provide us with the documentation relative to this situation.

We have confirmed two insurance losses were filed on this property:

1. Fire claim dated March 13, 2008. Claim settlement of \$18,213.23
2. Hurricane loss dated August 24, 2005. Claim settlement of \$69,294.15

I understand you do not feel Farmers has properly handled the claims filed under your homeowner's policy; however, this dispute is between you and your insurance provider.

GMAC Mortgage has no rights to file under the mortgage clause if the carrier has paid out on the claim, which it appears Farmers has paid on both claims. If Farmers denied the claim, we need written documentation from Farmers to you indicating they are denying your claim.

Typically, if Farmers feels GMAC Mortgage should have filed under the mortgage clause they would send a letter confirming this request. We have no record of a letter of request to file under the mortgage clause or a letter denying payment of the claim from Farmers Insurance.

Based on this review, there is no additional action required of GMAC Mortgage at this time. We must continue our attempts to collect the payments owed on this mortgage.

If I can be of additional assistance, please contact me at 1-800-627-0128, extension 2365385.

Sincerely,



Sharon Robinson
Advocacy Resolution Specialist
Executive Offices

Mold Reporter

Home News, Vol. 1, No. 3

About

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Search

The Final Solution: Mold-Contaminated House Burned to Ground

In February of this year, the Associated Press reported a Eugene, Oregon, couple's plan to burn their house to the ground, letting the fire department use it for a training exercise. It became contaminated while Mark and Mary Jan O'Hara were having it remodeled. They and their children were made sick as a result (headaches, respiratory problems, rapid weight loss, swollen and painful joints, chronic fatigue, profuse nosebleeds and severely inflamed sinuses). After the house is demolished, they plan to rebuild on the same 8-acre plot of land.

The O'Haras are seeking \$3.5 million in damages in a lawsuit that will probably be brought to trial this summer. They allege that their architect (Michael Cockram of Eugene) failed to control the quality of work by the general contractor, Stangland Construction, which failed to keep the inside of the house dry during remodeling. These issues are being contested.

The family tried to decontaminate their personal belongings, but had to discard many of them.

Melinda Ballard & Family win Large Settlement against Farmers Insurance

It was a lawsuit that made legal history. The Dripping Springs, Texas, family whose house was lost to mold last year was awarded \$32 million by a jury in the first part of June, 2001. Farmers Insurance Exchange, they found, failed to adequately and swiftly cover repairs for a water leak. As a result, the mold *Stachybotrys* overran their 22-room house and severely damaged the parents' health and that of their child.

The award was broken down as follows:

- \$6.2 million in actual damages. The house will have to be decontaminated, leveled, and rebuilt.
- \$12 million in punitive damages.
- \$5 million for mental anguish
- \$8.9 million in lawyers' fees.

The award may be reduced by Judge John Dietz when he officially enters the judgment on June 25. Also: Farmers may appeal. And political pressure may ultimately release insurers from the necessity of covering conditions that may



FARMERS

Farmers National Catastrophe Center of Excellence
17150 West 118th Terrace
Olathe, KS 66061

April 6, 2006

Ms. Corla Jackson
13230 Tom Gaston Rd
Mobile, AL 36695

RE: **Claim:** 1007093144:
 Policy: 926495620:
 DATE OF LOSS: 08/29/05

Dear Ms. Jackson:

In regards to the estimate you have provided from Town and Country Roofing, LLC. We have updated your estimate to include replacement of your shingles, roof decking, framing for rafter repair, insulation, and 10% overhead and 10% profit to cover contractor charges. As has been addressed in previous letters, mold is specifically excluded from coverage therefore I will not be able to include the mold remediation from the estimate provided.

Sincerely,
Fire Insurance Exchange

James M. Jenkins
Catastrophe Claims Service Representative
National Catastrophe Center

**TOWN & COUNTRY
ROOFING CONTRACTORS L.L.C.
633-8224 FAX 634-1655**

PROPOSAL FOR STRUCTURE DAMAGED ROOF

NAME:CORLA JACKSON
INS. COMPANY:FARMERS INSURANCE
STREET:13230 TOM GASTON RD.
CITY:MOBILE **STATE:**AL.
PHONE:228-235-8047

REROOF DUE TO HURRICAN'S IVAN & KATRINA
REMOVE PRESENT ROOFING TO THE BASE,CLEAN DECK
THROUGHLY.APPLY FIFTEEN POUND FELT.INSTALL WEATHER
WATCH STROM GAURD IN ALL VALLEYS.REPLACE ALL ROOF
JACKS AND PIPE COLLARS.INSTALL TWO POWER
TURBINES.INSTALL WHITE ALUMINUM EAVE METAL
SURROUNDING PRIMMISSES OF HOUSE.COVER ROOF WITH
FOURTY YEAR COMP. SHINGLES.
ROOF PITCH NINE ON TWELVE,FIFTY FOUR SQUARES.TOTAL
PRICE FOR ROOF \$13,500.00

WOOD WORK

RAISE LOW RAFFTERS AND REPLACE DAMAGED SURRPORT
BEAMS AND TRUSSES.REMOVE AND REPLACE ALL
DECKING.INSTALL FIFTY FOUR HUNDRED SQUARE FEET OF
HALF INCH (OSB) DECKING.TOTAL PRICE \$18,400.00 (NOT
INCLUDING FACIAL BOARDS OR SOFFITS)

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ROOFING, LLC**

All Types Roofing & Waterproofing

We Stop Leaks

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LICENSED & BONDED

251-633-8224

Fax 633-4418

Presented by: B.B.

TREATMENT

TREAT WOOD IN INTIRE ATTIC FOR MOLD: TOTAL PRICE

\$4,750.00 OR Remove Wet Damaged 2/4' S/Wood

INSULATION

REMOVE ALL INSULATION IN ATTIC AND REBLOW. TOTAL
PRICE \$5,900.00

DEBRIS

HAUL OFF ALL DEBRIS DEVELOPED FROM JOB AND CLEAN IN
WAY OF SAME. TOTAL PRICE \$5,000.00

INSPECTION IS REQUIRED BY COUNTY ON THIS SEVERLY
STURCTURAL DAMAGED AND DANGEROUS ROOF.

ADDITIONAL FEES FOR STATE OF ALABAMA GENERAL

CONTRACTORS REQUIRED BY LAW AND EXPECT FEES

~~\$10,000.00~~ — FRANK MOORE #12,250.00 (Contractors
OR WH Construction, Additional Fees License Fee only)
For over seeing jobs (Required B)

THE ROOF STRUCTURE WAS DAMAGED BECAUSE THE ROOF
AND ITS SUPPORT WAS TIED INTO THE FRAMING OF THE
HOUSE WHICH CAUSE MAJOR DAMAGE.

THESE FEES SHOULD COVER THE INTIRE STUCTURAL
DAMAGED ROOF ONLY.

IF YOU HAVE ANY QUESTIONS PLEASE CALL THE NUMBER
LISTED ABOVE.

THANK YOU FOR CALLING TOWN & COUNTRY!

Total \$ 59,800 —

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Legal Dictionary

Main Entry: **mortgage clause**

Function: *noun*

: a clause in an insurance contract (as for fire insurance) that entitles a named mortgagee to be paid for (damage or loss) to the property —see also OPEN MORTGAGE CLAUSE, STANDARD

MORTGAGE CLAUSE

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Homeowner's Insurance Information

Insuring your home is an important way to protect your most valuable asset. Maintaining adequate insurance means that you will be covered in the unlikely event of a loss.

Having homeowner's insurance is an obligation under your mortgage contract, and providing your lender with evidence of adequate insurance coverage is an important responsibility of home ownership. Everyone must have hazard insurance on their property. If your property is located in a flood zone, you must also obtain flood insurance on your property. In certain states or geographic zones where windstorms, earthquakes, or hurricanes occur, additional coverage against resulting damage is required.

INSURANCE

2

PLEASE READ REVERSE SIDE

MoneyGram
Money Orders

10411174496 01/17/2012
169 NN \$315.00
98210017020001

R104111744968

EMPLOYEE
715 (10/10) 700/14000
M 97532-S

▼ DETACH HERE ▼

KEEP A COPY OF THIS STUB
FOR YOUR RECORDS/
MANTENGA UNA COPIA DE
ESTE RECIBO PARA SUS ARCHIVOS

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. MoneyGram image visible on the other side when held at an angle or rubbed with coin.

75-1818-918

INTERNATIONAL MONEY ORDER

01/17/2012
10411174496
MONEY ORDER
1500%
THREE HUNDRED **
FIFTEEN DOLLARS
00 CENTS *****
98210017020001
272162 017169496

PAY EXACTLY

To Validate: Touch the stop sign, then watch it fade and reappear

IMPORTANT: SEE BACK BEFORE CASHING

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE

Payable Through
Citizens Alliance Bank
Clara City, MN

ISSUER/DRAWER:
MONEYGRAM PAYMENT SYSTEMS, INC.

ADDRESS / DIRECCION: 13230 Tom Gustafson Rd, Mableton, GA 30149

Signature: Robert C. ...

CALL 1-800-542-3590 TO VERIFY

R104111744968

MONEY ORDER NUMBER

104111744968 90

Exhibits & Case Laws

Number Of Pages: _____

As a result of the foregoing transaction, Smith and others ultimately initiated litigation against Walden in the Montgomery Circuit Court (case no. CV-95-1093), seeking a judgment declaring the ownership of certain property. Walden filed several counterclaims against Smith, seeking damages for default on a promissory note, breach of a joint-venture agreement, and fraudulent suppression. Because a detailed summary of the background of these disputes was provided in *Walden v. Hutchinson*, 987 So.2d 1109 (Ala.2007), from which we quote extensively below, we use the terms defined therein as defined terms in this opinion.

State of Alabama Unified Judicial System Form AR Civ P-93 Rev. 5/99	COVER SHEET CIRCUIT COURT - CIVIL CASE (Not For Domestic Relations Cases)	Case Number: <div style="border: 1px solid black; padding: 2px;"> CV 2012 79 </div> Date of Filing: Judge Code: <div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; padding: 2px;"> 07/18/2012 </div> <div style="border: 1px solid black; padding: 2px;"> 0000 </div> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> Month Day Year </div>
GENERAL INFORMATION		
IN THE CIRCUIT COURT OF <u>Mobile</u> , ALABAMA <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <u>Cora Jackson</u> Plaintiff </div> <div style="text-align: center;"> v. <u>GMAC Mortgage</u> Defendant </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> First Plaintiff <input type="checkbox"/> Business <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Government <input type="checkbox"/> Other </div> <div style="width: 45%;"> First Defendant <input type="checkbox"/> Business <input type="checkbox"/> Individual <input type="checkbox"/> Government <input type="checkbox"/> Other </div> </div>		
NATURE OF SUIT: Select primary cause of action, by checking box (check only one) that best characterizes your action:		
TORTS: PERSONAL INJURY <input type="checkbox"/> WDEA - Wrongful Death <input type="checkbox"/> TONG - Negligence: General <input type="checkbox"/> TOMV - Negligence: Motor Vehicle <input type="checkbox"/> TOWA - Wantonness <input type="checkbox"/> TOPL - Product Liability/AEMLD <input type="checkbox"/> TOMM - Malpractice-Medical <input type="checkbox"/> TOLM - Malpractice-Legal <input type="checkbox"/> TOOM - Malpractice-Other <input type="checkbox"/> TBFM - Fraud/Bad Faith/Misrepresentation <input type="checkbox"/> TOXX - Other: _____	OTHER CIVIL FILINGS (cont'd) <input type="checkbox"/> MSXX - Birth/Death Certificate Modification/Bond Forfeiture Appeal/Enforcement of Agency Subpoena/Petition to Preserve <input type="checkbox"/> CVRT - Civil Rights <input type="checkbox"/> COND - Condemnation/Eminent Domain/Right-of-Way <input type="checkbox"/> CTMP - Contempt of Court <input type="checkbox"/> CONT - Contract/Ejectment/Writ of Seizure <input type="checkbox"/> TOCN - Conversion <input type="checkbox"/> EQND - Equity Non-Damages Actions/Declaratory Judgment/Injunction <input type="checkbox"/> Election Contest/Quiet Title/Sale For Division <input type="checkbox"/> CVUD - Eviction Appeal/Unlawful Detainer <input type="checkbox"/> FORJ - Foreign Judgment <input type="checkbox"/> FORF - Fruits of Crime Forfeiture <input type="checkbox"/> MSHC - Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition <input type="checkbox"/> PFAB - Protection From Abuse <input type="checkbox"/> FELA - Railroad/Seaman (FELA) <input type="checkbox"/> RPRO - Real Property <input type="checkbox"/> WTEG - Will/Trust/Estate/Guardianship/Conservatorship <input type="checkbox"/> COMP - Workers' Compensation <input type="checkbox"/> CVXX - Miscellaneous Circuit Civil Case	
TORTS: PROPERTY INJURY <input type="checkbox"/> TOPE - Personal Property <input type="checkbox"/> TORE - Real Property OTHER CIVIL FILINGS <input type="checkbox"/> ABAN - Abandoned Automobile <input type="checkbox"/> ACCT - Account & Nonmortgage <input type="checkbox"/> APAA - Administrative Agency Appeal <input type="checkbox"/> ADPA - Administrative Procedure Act <input type="checkbox"/> ANPS - Adults in Need of Protective Services		
ORIGIN (check one): <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <input type="checkbox"/> INITIAL FILING <input type="checkbox"/> REMANDED </div> <div style="width: 30%;"> <input type="checkbox"/> APPEAL FROM DISTRICT COURT <input type="checkbox"/> TRANSFERRED FROM OTHER CIRCUIT COURT </div> <div style="width: 30%;"> <input type="checkbox"/> OTHER: _____ </div> </div>		
HAS JURY TRIAL BEEN DEMANDED? <input type="checkbox"/> YES <input type="checkbox"/> NO <div style="font-size: small; margin-top: 5px;"> Note: Checking "Yes" does not constitute a demand for a jury trial. (See Rules 38 and 39, Ala.R.Civ.P., for procedure) </div>		
RELIEF REQUESTED: <input type="checkbox"/> MONETARY AWARD REQUESTED <input type="checkbox"/> NO MONETARY AWARD REQUESTED		
ATTORNEY CODE: <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 10px;"> 00000 </div> <div style="text-align: center;"> <u>7/18/2012</u> Date </div> <div style="text-align: center; margin-left: 20px;"> <u>Cora Jackson</u> Signature of Attorney/Party filing this form </div> </div>		
MEDIATION REQUESTED: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> UNDECIDED		

12

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA**

CORLA JACKSON

Plaintiff,

v.

**GMAC MORTGAGE
CORPORATION**

Defendant.

CIVIL ACTION NO.:

12-111

NOTICE OF REMOVAL

COMES NOW GMAC Mortgage, LLC *f/k/a* GMAC Mortgage Corporation (“GMAC”) and pursuant to 28 U.S.C. §§ 1331 and 1446, hereby gives notice of the removal of this action to the United States District Court for the Southern District of Alabama, Southern Division. As grounds for this removal, GMAC states as follows:

I. Procedural Background

1. On or about January 18, 2012, Plaintiff Corla Jackson (“Plaintiff”) commenced an initial action by filing her “Injunction & Quiet Title” (“Complaint”) against GMAC in the Circuit Court of Mobile, Alabama, case number 2012-00049.

(See Complaint, p. 1, attached as Exhibit 1)¹ Plaintiff's Complaint seeks, *inter alia*, judgment for: "securitization fraud" under "state and federal laws; "hate crime" violations under "state and federal laws;" and "breach of contract and bad faith" claims under "state and federal laws." (*Id.*) Plaintiff also asserts violations of her "civil human and constructional (sic.) rights as a citizens (sic.) of the United States." (*Id.*, p. 2)

2. The Circuit Court of Mobile, Alabama is a state court embraced by this district, and the Southern Division is the proper division for removal pursuant to 28 U.S.C. § 81(c)(2).

3. Attached hereto is a copy of all executed process in the case (Exhibit 2), a copy of the only pleading filed in the case (Exhibit 1), and a copy of the docket sheet (Exhibit 3).

4. This Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b), which provides, in pertinent part, as follows:

The notice of removal of a civil action or proceeding shall be filed within thirty days after the receipt by the defendant, through service or otherwise, of a copy of the initial pleading setting forth the claim for relief upon which such action or proceeding is based, or within thirty days after the service of summons upon the defendant if such initial pleading has then been filed in

¹ Pursuant to the Administrative Procedures for Filing, Signing and Verifying Documents by Electronic Means in the United States District Court for the Southern District of Alabama, § II(I), GMAC has redacted certain personal data identifiers from the Complaint and the exhibits attached to the Complaint, even though Plaintiff herself filed these documents in state court without redacting such information.

court and is not required to be served on the defendant, whichever period is shorter.

5. GMAC was served on January 27, 2012. (*See* Exhibits 2 and 3) This notice of removal is timely pursuant to 28 U.S.C. 1446(b) because it is filed within thirty (30) days of the service of Plaintiff's Complaint, and because this action was commenced less than one (1) year ago. *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 354-56 (1999) (for removal purposes, "the 30-day period begins to run on the date a defendant receives formal service of process.") GMAC is the only Defendant named in this action. No other activity has taken place in this case.

6. This case is properly removable pursuant to 28 U.S.C. § 1441, which provides, in pertinent part, as follows:

(a) Except as otherwise expressly provided by Act of Congress, any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the defendants, to the district court of the United States for the district and division embracing the place where such action is pending. For purposes of removal under this chapter, the citizenship of defendants sued under fictitious names shall be disregarded.

7. As shown herein, this case is properly removable based on federal question jurisdiction and on diversity grounds.

II. Federal Question Jurisdiction

8. This action is properly removable pursuant to 28 U.S.C. § 1331, which provides that "[t]he district courts shall have original jurisdiction of all civil actions arising under the Constitution, laws, or treaties of the United States."

9. Thus, "a civil action filed in a state court may be removed to federal court if the claim is one 'arising under' federal law." *Beneficial Nat'l Bank v. Anderson*, 539 U.S. 1, 6 (2003). To determine whether a complaint "arises under" federal law, a court must examine the "well pleaded" allegations of the complaint. *Id.* A suit arises under the Constitution and laws of the United States only when the plaintiff's statement of her own cause of action shows that it is based upon federal law or the Constitution. (*Id.*) Generally, a case is removable if the complaint affirmatively alleges a federal claim. (*Id.*)

10. Plaintiff makes specific allegations of violations of federal securities laws, hate crime laws and violations of the Constitution of the United States. (*See* generally, Complaint, Exhibit 1) Thus, the Complaint facially advances claims arising under multiple federal laws.

11. Because Plaintiff's claims arise under the laws of the United States, the United States District Court for the Southern District of Alabama has original jurisdiction under 28 U.S.C. § 1331. Thus, this case is removable pursuant to 28 U.S.C. § 1441.

12. To the extent Plaintiff's Complaint alleges state law claims, GMAC requests that this Court take supplemental jurisdiction over such claims because they are so related to Plaintiff's federal claims that they form part of the same case or controversy. *See* 28 U.S.C. § 1367.

III. Diversity Jurisdiction

12. In pertinent part, 28 U.S.C. § 1332(a) provides as follows:

(a) The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs, and is between –

(1) Citizens of different states.

A. Diversity of Citizenship

13. Under 28 U.S.C. § 1332(c)(1), "a corporation shall be deemed to be a citizen of any State by which it has been incorporated and of the States where it has its principal place of business..."

14. Further, for purposes of diversity jurisdiction, "a limited liability company is a citizen of any state of which a member of the company is a citizen." *Rolling Greens MHP, LP v. Comcast SCH Holdings LLC*, 374 F.3d 1020, 1022 (11th Cir. 2004).

15. GMAC Mortgage, LLC is a limited liability company organized under the laws of the State of Delaware with its principal place of business in Minnesota. None of its members are citizens of Alabama.

16. Plaintiff is a resident citizen of Alabama. (*See* Complaint)

17. Therefore, complete diversity of citizenship exists under 28 U.S.C. § 1332(a).

B. Amount in Controversy

18. In addition to complete diversity, 28 U.S.C. § 1332 also requires that the amount in controversy exceed \$75,000.00, exclusive of interest and costs.

19. When a plaintiff makes a demand for an unspecified amount of damages, a defendant may remove the action by showing by a preponderance of the evidence that the amount in controversy more likely than not exceeds the \$75,000.00 jurisdictional requirement. *Lowery v. Alabama Power Co.*, 483 F.3d 1184, 1208 (11th Cir. 2007)

20. Although Plaintiff has sought an unspecified amount of damages, it is clear that the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

21. Plaintiff executed a Note and Mortgage on the property at issue in the amount of \$240,000.00. (*See* Mortgage, attached to Plaintiff's Complaint) The Note and Mortgage establish, therefore, that the fair market value of Plaintiff's property interest exceeds the jurisdictional threshold. *See Mapp v. Deutsche Bank Nat'l Trust Co.*, 2009 WL 3664118, *4 (M.D. Ala. Oct. 28, 2009) (finding that the note and mortgage "are contracts that establish the fair market value of [the

plaintiff's] property interest, which indisputably exceeds the jurisdictional amount"); *Roper v. Saxon Mortgage Services, Inc.*, 2009 WL 1259193 (N.D. Ga. 2009) (citing *Waller v. Professional Ins. Corp.*, 296 F.2d 545, 547 (5th Cir. 1961)). Plaintiff clearly seeks to void GMAC's interest in the subject mortgage, alleging, *inter alia*, that it "did not own the Notes (sic.) by law." (*See e.g.* Complaint, p 2)

22. Additionally, Plaintiff's Complaint clearly alleges damages based on violations of federal securities laws. Specifically, Plaintiff alleges GMAC failed to "comply with the Security's (sic.) Exchange Laws...." (*Id.* at p. 2) Moreover, she alleges, without explaining, that GMAC is liable for violations of federal hate crimes, fraud and violations of her "Civil Human and Constructional (sic.) Rights...." (*Id.*) Plaintiff alleges that "The Damages Is (sic.) In The Millions Of Dollars On What They Did To Plaintiff..." (*Id.*)

23. In determining whether the claims in a complaint meet the jurisdictional amount, the district court may "make 'reasonable deductions, reasonable inferences, or other reasonable extrapolations' from the pleadings to determine whether it is facially apparent that a case is removable." *Roe v. Michelin North America, Inc.*, 613 F.3d 1058, 1062 (11th Cir. 2010) (*quoting Pretka v. Kolter City Plaza II, Inc.*, 608 F.3d 744, 768 (11th Cir. 2010)); *Johnson v. Ansell Protective Products, et al.*, 2008 WL 4493588 at *4 (S.D. Ala 2008)

(“This Court is empowered to use its ‘common sense and experience’ in finding that the jurisdictional amount in controversy is met.”))

24. Plaintiff’s Complaint meets the amount in controversy requirement under 28 U.S.C. § 1332 in that she demands in excess of \$75,000.00, exclusive of interests and costs.

25. Because complete diversity exists and the amount in controversy is satisfied, this action is properly removable under 28 U.S.C. § 1332.

IV. All Other Procedural Requirements for Removal are Satisfied

26. This case is a civil action within the meaning of the Acts of Congress relating to the removal of causes.

27. GMAC has not previously removed this action.

28. Removal at the present time will not result in any prejudice to Plaintiff as the matter is in the initial pleading stage and no discovery has occurred.

29. Nothing in this Notice of Removal shall be interpreted as a waiver or relinquishment of any of GMAC’s rights to assert any defense or affirmative matter, whether pursuant to FED. R. CIV. P. 8(c), FED. R. CIV. P. 12(b), or otherwise, including, but not limited to, the defenses for failure to state a claim upon which relief can be granted.

30. GMAC herein reserves the right to supplement its Notice of Removal by adding any jurisdictional defenses which may independently support a basis for removal.

31. A copy of this Notice of Removal is being filed with the Clerk of the Circuit Court of Mobile, Alabama, as provided under 28 U.S.C. § 1446. GMAC is also giving prompt written notice to Plaintiff of the filing of this Notice of Removal.

32. There are no Co-Defendants in this action from whom consent is required.

WHEREFORE, PREMISES CONSIDERED, GMAC respectfully requests that this Court take jurisdiction of this action and issue all necessary orders and process to remove this action from the Circuit Court of Mobile, Alabama to the United States District Court for the Southern District of Alabama.

DATED this the 23rd day of February, 2012

/s/ Jon H. Patterson

Jon H. Patterson (PAT066)

jpatterson@babco.com

BRADLEY ARANT BOULT CUMMINGS LLP

One Federal Place

1819 Fifth Avenue North

Birmingham, AL 35203-2104

Telephone: (205) 521-8000

Facsimile: (205) 488-6403

*ATTORNEY FOR DEFENDANT GMAC
MORTGAGE, LLC*

CERTIFICATE OF SERVICE

I certify that on the 23rd day of February, 2012, I filed the foregoing document with the United States District Court for the District for the Southern District of Alabama using the ECF system. I also deposited a copy of the above and foregoing in the United States Mail, postage prepaid to following:

Corla Jackson
13230 Tom Gaston Road
Mobile, Alabama 36695
Pro Se Plaintiff

/s/ Jon H. Patterson

OF COUNSEL

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA**

CORLA JACKSON

Plaintiff,

v.

**GMAC MORTGAGE
CORPORATION**

Defendant.

CIVIL ACTION NO.:

12-111

CERTIFICATE OF REMOVAL

COMES NOW Defendant GMAC Mortgage, LLC, ("GMAC"), by and through counsel of record, and hereby certifies in accordance with 28 U.S.C. § 1446(d) that written notice was given to the adverse party in this action of the filing of a Notice of Removal in the above-styled action, and that a copy of the Notice of Removal was filed with the Circuit Court of Mobile County, Alabama on this the 23rd day of February, 2012.

DATED this the 23rd day of February, 2012

/s/ Jon H. Patterson

Jon H. Patterson (PAT066)

jpatterson@babco.com

BRADLEY ARANT BOULT CUMMINGS LLP

One Federal Place

1819 Fifth Avenue North

Birmingham, AL 35203-2104

Telephone: (205) 521-8000
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*ATTORNEY FOR DEFENDANT GMAC
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Corla Jackson
13230 Tom Gaston Road
Mobile, Alabama 36695
Pro Se Plaintiff

/s/ Jon H. Patterson

OF COUNSEL

JACKSON DEMANDS JURY TRIAL

IN THE CIRCUIT COURT OF MOBILE ALABAMA

CORLA JACKSON
Plaintiff,

V.

GMAC MORTGAGE
CORPORATION, ET AL

Defendants.

§
§
§
§
§
§
§
§
§
§

NO:

CV 2012-00049
JCW

INJUNCTION & QUIET TITLE
SECURITLATION FRAUD
BOTH STATE AND FEDERAL LAWS

NEW DISCOVERY TO BACK FRAUD UNDER RULE (60b)
STATE AND FEDERAL LAWS

VIOLATION OF HATE CRIME UNDER LOANS AND LOAN MODIFICATION
STATE AND FEDERAL LAWS

BREACH OF CONTRACT AND BAD FAITH UNDER
STATE AND FEDERAL LAWS

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW the Plaintiff, (CORLA JACKSON) , under the Grounds of (GMAC MORTGAGE CORPORATION) Did In Fact Commit Fraud Under Rule (60b) Under Federal And State Laws As Well As Perjury and Obstruction of Justice. Also They Committed SECURITLATION FRAUD Under Both STATE AND FEDERAL LAWS, As Well As FRAUD UNDER RULE (60b) Under Both STATE AND FEDERAL LAWS.

Total Documents Filed _____

"Rule 65(d)(2), Ala. R. Civ. P., requires:

" 'Every order granting an injunction shall set forth the reasons for its issuance; shall be specific in terms; shall describe in reasonable detail, and not by reference to the complaint or other document, the act or acts sought to be restrained. '

JACKSON DEMANDS JURY TRIAL



JACKSON DEMANDS JURY TRIAL

SECURITLATION FRAUD Under STATE AND FEDERAL LAWS, As Well As NEW DISCOVERY OF FRAUD UNDER RULE (60b) Under Both STATE AND FEDERAL LAWS.

GMAC MORTGAGE did not comply with the terms of it's own Pooling and Servicing Agreement and further did not comply with the Security's Exchange Laws Or Option One Mortgage Notes Trustees in attempting to obtain assignment of plaintiff (Plaintiff's) Jackson Property By Law...Preparing Paperwork Themselves...

Plaintiff (Jackson) is a third party beneficiary of the Pooling and Servicing Agreement created by the defendant trust (Wells Fargo Bank) . Indeed without such Pooling and Servicing Agreements Recorded And Signed By All Trust And Investors, Plaintiff (Jackson) and other mortgages similarly situated like this would never have been able to obtain financing anywhere. The Tile To The Property Has Been Clouded...By The Defendants...And Major Damages Occurred For Making False Claims Forcing Plaintiff Into Bankruptcy From (2005-2012) Which Is Fraud Under Rule (60b) With New Discovery...Backed By The Defendants Own Evidence...

In Addition To The Above (Jackson) The Plaintiff Credit Has Been Destroyed By The Defendants Making False Claims Over And Over Again Knowing They Did Not Own The Notes By Law. Defendants Never Showed Their Original Notes, Original Deeds, Original Assignments, Original Affidavits, Or A Copy Of Their Own Canceled Check Purchasing This Note From The Original Lender. In Addition To All Of The Above This Note Was Written Under A HUD Settlement Statement Form Which Verified The Conventional Loan Was Not And Insured Conventional Loan And Was Guaranteed To Other Lending Remedy's To Prevent An Foreclosure By Any Other Lender Which Could Not Be Done Because The Defendants Made False Claims When They Did Not Own The Note...Period...This Was Information That Could Have Been Verified By Mers And The SEC Security's Exchange Which Never Happen...

Instead The Defendants Provided Blank Alonges Made Payable To No One And Copy Of A False Affidavits From Someone They Could Not Spell Their First Middle Or Last Name As Appeared On The False Affidavits That Was Prepared By The Defendants Making Notes Out To Themselves Illegally Against The Law...None Of This Was Ever Verified By Law Or The Security's Exchange or Mers...Which Is Security's Fraud..

In Addition To The Grounds Set Forth Above...

GMAC MORTGAGE Has Violated Acts Under The HATE CRIME Protection Acts That Protected Jackson On Her Notes Backed By Security's And Policy's That They Committed Fraud On As Well As Perjury On A Mortgage They Did Not Own Or Was Assigned From (2005-2012) And On Mortgage Under False Pretense ...The Damages Is In The Millions Of Dollars On What They Did To Plaintiff...To Date...Demanding Jury Trial Is Necessary...

In Addition To This They Violated Jackson Civil Human And Constructional Rights As A Citizens Of The United States And Refused Her A Loan Or A Loan Modification After Destroying Her Credit And Clouding The Title To Her Home And Assets Illegally Against The

JACKSON DEMANDS JURY TRIAL

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Law....They Violated LOAN MODIFICATION To Help Victims Like Jackson Under Federal Laws In Which They Did Not Do.

Jackson Was Released From Bankruptcy On January 20, 2010 When They Defrauded The State Courts They Owned Jackson Home And Was Assigned A Note Back In (2005) Which Was Not True That Lead To An Illegal Order Issued By Judges Youngpeter Under The Grounds Of False Pretense On Up The Later When They Did Not Even Own The Note Neither Were They Assigned Jackson Note At That Time...

Jackson Kept Going After Them And They Committed Fraud This Time To Prove They Committed Fraud Under Rule (60b) The First Time. This Now Is Returned Back To The Courts To Seek Legal Justice By Law. Under Demand By Jury Trial!

Rules of Civil Procedure, and as grounds therefore, shows as follows:

Factual Evidence through the Courts

Rule 60(b) provides, in pertinent part: On motion and upon such terms as are just, the court may relieve a party or a party's legal representative from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b); (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party; (4) the judgment is void; (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that the judgment should have prospective application; or (6) any other reason justifying relief from the operation of the judgment. The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than four (4) months after the judgment, order, or proceeding was entered or taken."

1. Our supreme court has stated: "[T]he decision whether to grant or deny [a Rule 60(b)] motion is within the sound discretion of the trial judge, and the appellate

JACKSON DEMANDS JURY TRIAL

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standard of review is whether the trial court abused its discretion. *Pierson v. Pierson*, 347 So. 2d 985 (Ala. 1977). In reviewing a ruling of a trial court on a Rule 60(b)(6) motion, the trial court's decision will not be disturbed unless it is determined "that there is an absence of reasonable cause, that rights of others subsequently arising would be adversely affected, or that it is unjust." *Textron, Inc. v. Whitfield*, 380 So. 2d 259 (Ala. 1979), quoting *Nunn v. Stone*, 356 So. 2d 1212 (Ala. Civ. App. 1978).¹ "Ex parte Dowling, 477 So. 2d 400, 402 (Ala. 1985)." *Osborn v. Roche*, 813 So. 2d 811, 815 (Ala. 2001).

2. Our supreme court has further recognized that in certain cases "aggravating- circumstances may allow a trial court to treat what would otherwise be a Rule 60(b)(1) motion [or 60(b)(3) motion] as a Rule 60(b)(6) motion." *Ex parte Wal-Mart Stores, Inc.*, 725 So. 2d 279, 284 (Ala. 1998). The supreme court has stated that the aggravating- circumstances exception "applies to an extraordinary circumstance not contemplated by Rule 60(b)(1) [or 60(b)(3)], for the purpose of protecting the public, vindicating the judicial process, and promoting the public's confidence in the legal system." *R.E. Grills, Inc. v. Davison*, 641 So. 2d 225, 230 (Ala. 1994).

3. "The 'catch all' provision of clause (6) of Rule 60(b) allows a trial court to grant relief from a judgment for 'any other reason justifying relief.' *Barnett v. Ivey*, 559 So. 2d 1082, 1084 (Ala. 1990).

4. "Although grounds for relief under Rule 60(b)(1) generally cannot be valid grounds under Rule 60(b)(6), this Court has recognized an exception when, in the interest of justice, aggravating circumstances may be considered sufficient to allow the trial court to treat what would otherwise be a Rule 60(b)(1) motion as within Rule

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60(b)(6). *Chambers County Comm'rs v. Walker*, 459 So. 2d 861 (Ala. 1984); *Giles v. Giles*, 404 So. 2d 649 (Ala. 1981); *Rebel Oil Co. v. Pike*, 473 So. 2d 529 (Ala. Civ. App. 1985)."

5. It is the prevailing rule in Alabama "that a litigant ... has responsibility for keeping track of his case and knowing its status." *D. & J. Mineral & Mining, Inc. v. Wilson*, 456 So. 2d 1099, 1100 (Ala. Civ. App. 1984). Therefore, a trial court "owes no duty to notify a party of the setting of a case or to continue a case because of the absence of a party" *D. & J. Mineral*, 456 So. 2d at 1100-01.

6. Our caselaw recognizes that the failure of a party to advise the clerk of a proper service address may "fall into the category of excusable neglect...." *DeQuesada v. DeQuesada*, 698 So. 2d 1096, 1099 (Ala. Civ. App. 1996).

JACKSON DEMANDS JURY TRIAL

B18W (Form 18W) (08/07)

United States Bankruptcy Court

Southern District of Alabama

Case No. 05-13142

Chapter 13

In re Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including trade name, trade, and address):

Corla Reeves Jackson
13230 Tom Gaston Road
Mobile, AL 36695

Social Security / Individual Taxpayer ID No.:

xxx-xx-9711

Employer Tax ID / Other nos.:

**DISCHARGE OF DEBTOR AFTER COMPLETION
OF CHAPTER 13 PLAN**

It appearing that the debtor is entitled to a discharge,

IT IS ORDERED:

The debtor is granted a discharge under section 1328(a) of title 11, United States Code, (the Bankruptcy Code).

BY THE COURT

Dated: 1/20/10

MARGARET A. MAHONEY
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.



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Location: Mobile, AL 36695 | Search History | Advanced Search | Settings

Web Images | Videos | Maps | News | Shopping | more »

What does it mean when a Hurricanes leave sags and dips

Web Results 1 - 10 of about 2,660

[PDF] **SAFE REHABILITATION OF HURRICANE-DAMAGED HOMES**

Roofs that sag in the middle or at the ends due to load-bearing walls that have shifted. ... a dip in the roof and sill beam, ribbon board, cracked floor joist ... However if there is a lot of water damage, and/or mold growth ... In adults, lead poisoning may cause high blood pressure, fertility ...

hud.gov/offices/lead/library/misc/HUD_CSS_Booklet.pdf - Similar

[PDF] **Response to Floods and Water Damage for Libraries, ...**

Jun 14, 2008 ... Go onto the roof if rising water makes it necessary as long as no thunderstorm is in progress. ... highway dips, where water may pool and pose threats. ... Emergency Drying Procedures for Water Damaged Collections. ... Pools of cool standing water (which can cause hypothermia if the water is less ...

www.loc.gov/preserv/emergprep/floodcomp.pdf - Similar

Roofing: How dry does the deck need to be?, asphalt shingles, ...

Apr 30, 2009 ... Anything that might soak up water, like insulation must be ripped out as it can ... Several interior rooms beneath the damaged roof show obvious signs of warped ... one could SEE an extreme bow or sag, but are there degrees of tolerance in what ... Look for isolated humps or dips between rafters. ...

en.allexperts.com/q/Roofing-1598/2009/4/dry-deck-need... - Similar

Hurricane Survival Tips - Hurricane Mitigation & Survival

The two huge masses of water do leave the land in much the same way, When water kills or does damage, the wind put it up to it. and with major hurricanes, it ain't over until the National Guard arrives. Invest in a hurricane roof as the main hole you want to avoid is a big one with a view of Heaven. ...

www.hurricane-man.com/survival-tips.html - Similar

General information | RAGBRAI

This may cause your group to be ineligible for the lottery. RAGBRAI is a major economic boost to every church, Boy Scout or Girl Your wristband also will give you priority to sag wagons, bicycle shop repairs and many other services. ... If you race ahead, lag behind or leave the official bicycle route, ...

ragbrai.com/index.php/about/general-information/- - Similar

Antigua - Local Reports (Caribbean Hurricane Network)

that it does not necessarily mean that the case brought by ABITPC against govern - It was badly damaged by the 1990s hurricanes that kept visiting Antigua.. Whatever will cause this dip could occur earlier? I certainly hope not! WHAT a way to start a week... with a 140 mph major hurricane on your ...

stormcarib.com/reports/2003/antigua.shtml - Similar

Using Technology to Reduce Risk and Improve Worker Safety | ...

The root cause of this unwanted connection is often a result of insulation breakdown. ... equipment damage and present a fire and explosion risk to personnel (see photo 1). 5) To reduce the momentary line-voltage dip occasioned by the occurrence and Utility Deregulation, What Does it Mean to Inspectors? ...

www.iaei.org/magazine/?p=2449 - Similar

Pain in Maine, but they can measure rain « Climate Audit

But all the data sufficient to predict hurricanes is OK? (Heck, if it's like my house, the whole electrical system voltage sags whenever a big that CO2 is not a major factor in causing the earth to warm: You are a denier. Does this mean that it's OK to shade the truth about AGW so that someone, ...

www.climateaudit.org/?p=1816 - Similar

JACKSON DEMANDS JURY TRIAL

PAGE 68/62

Date: 09/26/04

**ALLONGE TO NOTE
(INVESTOR)**

This allonge makes reference to the following Note:

Borrower: CORLA JACKSON
Loan #:
Property Address: 13230 TOM GASTON RD, MOBILE, AL 36688
Loan Amount: \$240,000.00

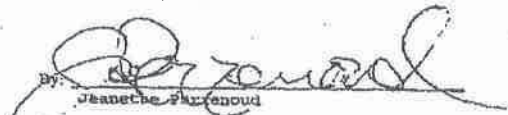
Note Date: 09/26/04

Therefore, in reference to the captioned note, the following applies:

Pay to the order of:

Without Recourse

Option One Mortgage Corporation
A California Corporation

By: 
Jeanette Farrenoud
Assistant Secretary

1ASD3150, rev (03-14-09)

Case 11-01545 Claim 3-1 Part 3 Filed 07/25/11 Desc NOTE Page 4 of 4

**WHAT THEY DID WAS WRONG THEY PROVIDED A BLANK COPY OF AN
ALLONGE WITHOUT ORIGINAL DEED OR COPY OF CHECK TO PROVE
THEY PURCHASED LOAN FOR THE DOLLAR SAID AMOUNT THEY
CLAIMED VICTIMS OWED ON NOTES THAT DID NOT BELONG TO THEM
AT ALL....HE NAMES THEY SIGNED ON THE ILLEGAL DOCUMENTS WAS NO**

JACKSON DEMANDS JURY TRIAL

JACKSON DEMANDS JURY TRIAL

**LONGER WORKING FOR COMPANY IT WAS SHUT DOWN LISTED BELOW
AND WAS NOT AUTHORIZED BY SECURITY'S EXCHANGE TO ASSIGN
ASSIGNMENTS ON CAMPANY'S ILLEGALLY AGAINST THE FEDERAL
LAWS VIOLATING SECURITY'S LAWS....**

**YOU DO NOT MAKE ASSINGMENT OUT TO YOURSELF IF YOU OWN THE
ORIGINAL DEEDS BACKED BY SECURITYS OR WITHOUT SECURITY'S YOU
SHOW YOUR CANCELED CHECK YOU PAID FOR THE PROPERTY AS WELL AS
THE ORIGINAL NOTES AND LOAN DOCUMENTS WITH VALID SURVEYS BY
ORIGINAL LENDER....THIS DID NOT HAPPEN IN THIS CASE...**

**THEY COMMITTED FRUAD UNDER SECURITY'S AND FRUAD UNDER RULE (60b)
USING A JUDGES THEY APPOINTED TO HELP THEM ON THESE
CASES...KNOWING THEY DID NOT OWN THE NOTES...THIS IS MAJOR
CORRUPTION AND CONSPIRACY'S TO KEEP THE CASES FROM BEING HEARD
DEMAND BY JURY TRIAL AND PRIOR TO PROCESS OF SERVICE.... THE
AMOUNT OF DAMAGES IS YET TO BE DETERMAN BY JURY....FOR WHAT THEY
DID TO PLAINTIFF TO DATE MAKING FALSE CLAIMS THAT CAUSED HER
MAJOR DAMAGES AND PERSONAL INJURY'S DESTROYING HER HOME IN
CORRUPTION AND CONSPIRACY'S SO THEY COULD CASH IN ON WHAT SHE
OWNED BACKED BY POLICY'S AND SECURITY'S....THEY DEFENDANTS GMAC
MORTGAGE DID NOTE EVEN OWN THE NOTES...THIS COULD HAVE BEEN
VERIFIED BY THE SEC OR MERS...THEY DID NOT OWN THE PLAINTIFF NOTE
FROM THE VERY BEGINNNING FROM (2005-2012)...AND IS RESPONSIBLE FOR
MAJOR DAMAGES THEY KEPT HIDDEN UNTIL NOW...THEY MADE FALSE
CLAIMS ON A NOTE THEY DID NOT OWN BY LAW AND THEY KNEW THIS....**

**PLAINTIFF JACKSON NOTE WAS NOT CONVENTIONAL INS...WHICH ENTITLED
HER TO ALL OPTIONS WITH ALL OF HER ASSETS TO PREVENT
FORECLOSURED OR BANKRUPTCY HAD THEY NOT LIED MAKING FALSE
CLAIMS TO A NOTE AND PROPERTY THEY DID NOT OWN BY LAW...THEY
SHOULD BE PROSCUTED TO THE FULLUES EXTENT OF THE LAW FOR WHAT
THEY DID TO PLAINTIFF AND ALL THE OTHER VICTIMS IN A UNDERGROUND
BLACK MARKET CURRENCY RING ROBBING VICTIMS OF THEM HOMES AND
ASSETS UNDER FALSE PRETESNSE AS WELL AS THE GOVERNMENT AND
FEDERAL RESERVE ON BAIL OUT FUNDS TAX BREAKS AND TARP MONEY
THAT WAS SUPOSE TO HELP VICTIMS AND NOT THEM TO PROFIT OFF OF...**

**ROBBING VICTIMS UNDER FALSE PRETESE IS ILLEGAL AND AGAISNT THE
LAW THEY WERE NOT RECORDED ON A NEW DEED NEITHER WAS A NEW
ASSIGNMENT THE ORIGINALS NEVER HAPPEN BECAUSE THEY COULD NOT
JACKSON NOTE WAS BACKED BY SECURITY'S AND POLICY'S WHICH AND
UNDER A HUD SETTLEMENT STATEMENT FORM THAT GUARANTEED HER
HELP ON CONVENTIONAL UNINSURED NOTES/OR OTHER ASSETS....THE
DEFENDANTS CAUSED MAJOR DAMGES TO DATE...AND COVERED IT UP AND
NOW THE TRUTH IS OUT!**

JACKSON DEMANDS JURY TRIAL

GMAC Mortgage

P.O. Box 52052
Phoenix, AZ 85072

April 2, 2008

Corla Jackson
13230 Tom Gaston Rd
Mobile, AL 36695-0000

RE: Property Address : 13230 Tom Gaston Rd Mobile, AL 36695-0000
Account No. : ~~000000~~2124
Tracking No. : 902022
Date of Loss : 3/13/2008

Dear Corla Jackson:

We realize how difficult a loss to your home can be, and we want to process your claim as quickly and efficiently as possible. Due to the status of your loan and investor requirements, we have the responsibility to ensure the damage is repaired. To assist in the claim-handling process, please submit the following items to our office:

1. The insurance claim check(s) (SIGNED/ENDORSED BY ALL PARTIES LISTED ON THE CHECK(S)).
2. The enclosed *Homeowner's Statement* completed and signed by you.
3. A copy of the insurance adjuster's detailed report or your contractor's detailed damage estimate for repairs.
4. A copy of the signed contract between you and your contractor doing the repairs.
5. The enclosed *Contractor Affidavit/Statement* needs to be completed and returned to our office once ALL REPAIRS HAVE BEEN COMPLETED.

Upon receipt of the fully endorsed insurance claim check and above required information, we will release a portion of the claim funds within 4-5 business days after receipt. If all required items are not received, we are unable to proceed with a disbursement of the claim funds until the missing items are submitted.

Due to the amount of loss, partial funds will be released at various stages. After the first release of insurance funds, periodic property inspections will be needed to confirm repair progress. FLORIDA PROPERTIES: Please contact our office 10 to 14 business days prior to needing additional funds to allow time for the property inspection.
NON-FLORIDA PROPERTIES: please contact our office 7-10 business days prior to needing additional funds.

If I may be of further assistance, please contact me at 1-866-354-7281.

Sincerely,
Insurance Claims Center
FAX: (866)336-3811

GMAC TPA 13 (a)
HAZ6-NWCLMDQ

Enclosures
** BRE **

JACKSON DEMANDS JURY TRIAL

LOAN NUMBER:

STATE OF ALABAMA

COUNTY OF MOBILE

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned "Assignor", does hereby transfer, assign, convey, and mortgage unto the undersigned "Assignee", its successors, trustees, and assigns, all that certain Mortgage executed by [redacted] MORTGAGE CORPORATION dated [redacted] 1910, in the Probate Office of the County of [redacted] together with the note and all interest thereon, together with the property described in said Mortgage, and all interest of the undersigned in and to the property therein.


OPTION ONE MORTGAGE CORPORATION (the "Assignee"), its successors, trustees, and assigns, do hereby assign, convey, and interest of said Assignor in and to the property described in said Mortgage, and all interest of the undersigned in and to the property therein.

It is expressly understood and agreed that the undersigned Assignor does not warrant, represent or recede in any way.

and assignments of the said Mortgage is hereby acknowledged.

IN WITNESS WHEREOF, said Assignor has hereunto set his signature this 19th day of June, 2011.

OPTION ONE MORTGAGE CORPORATION

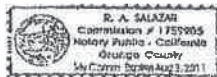

Brian D. McConnell
Assistant Secretary

STATE OF CALIFORNIA

COUNTY OF ORANGE

I, R. A. Salazar, a Notary Public in and for the said County and State, do hereby certify that Brian D. McConnell, whose name is on the list of officers of OPTION ONE MORTGAGE CORPORATION, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he is such officer, and with full authority, executed the same voluntarily for and on behalf of said corporation.

Given under my hand and official seal this 19th day of June, 2011.




Notary Public

My Commission Expires 08/03/2011

This instrument prepared by:
Colleen McCullough
Sturte & Penning, P.C.
P. O. Box 55727
Birmingham, AL 35259

Book of Notary Publics
I hereby certify that this instrument was filed on
JUL 23, 2011 at 2:10:13 PM
S.F. Fee \$2.00
RECORDING FEE \$7.10
TOTAL AMOUNT \$9.10
2008058085
DON DEWEE, Judge of Probate

EXHIBITS ALSO ATTACHED

JACKSON DEMANDS JURY TRIAL

JACKSON DEMANDS JURY TRIAL

They Could Note Even Spell Brian D. McConnell...And Option One Mortgage Was Closed At This Time...The Documents Were Prepared By Defendants Signing Over Notes To Themselves With False Affidavit's Without Originals Or Copy Of Their Canceled Checks To Prove They Purchased Loans Or Was Assigned Notes...If They Owned The Notes Why Wasn't It Recorded Or Why Would They Have To Get False Affidavit's And Black Allonges Not Showing The Currency Amount They Purchased Home For...They Did Not Even Own Jackson Note When They Filed The First False Claim And Then Came Back With Fake Documents To Rob Her Again...And Hung Their Own Selves Because They Did Not Own The Note When They Filed The First Claim Committing Fraud Under Rule (60b) And Security's Fraud!

JACKSON KEPT GOING AFTER THEM AND THEY TURNED THIS INTO A HATE CRIME....HATE CRIMES ARE NOT JUST FOR COLORED PEOPLE THEY CAN BE DONE TO ALL RACES IF THEY GO AFTER CROOKS LIKE THIS...THEY USE PEOPLE TO COMMIT HATE CRIMES TO HELP CORRUPT CASES IN CONSPIRACY'S...AND THEY USE JUDGES THAT HELP THEM IN EXCHANGE FOR PERSONAL GAIN AND FAVOR AND AVOID THE GOOD JUDGES THAT DO NOT TAKE PERSONAL GAIN AND FAVOR VERSUS FOLLOWING STATE AND FEDERAL LAWS....THEY CHOSE THEIR AFFILIATES TO GO AROUND NONE CROOKED JUDGES AND THAT IS HOW THEY DID ALL OF THIS!...

NO GOOD JUDGES WOULD HAVE ALLOWED THE FEDERAL LAWS TO BE BROKEN LIKE WHAT HAPPEN TO THE PLAINTIFF TO DATE, AFTER SHE KEPT FILING MOTION AFTER MOTION AFTER MOTION AND COMPALINTS AND WAS HARASSED AND FALSELY ARRESTED (2) TIMES IN A HATE CROME AND IF SHE DID NOT PAY A LAWYER SHE WOULD NOT HAVE BEEN AQUITED OF ALL THE FALSE CHARGES THAT THEY CONSPIRED AND PUT BEFORE HER TO GET RID OF HER BEFORE THEY ALL GOT EXPOSED IN THIS UNDERGROUND BLACK MARKET CURRENCY RING VIOLATING FEDERAL AND STATES LAWS....TO DATE!....

THIS IS MAJOR CORRUPTION THEY MADE FALSE CLAIMS TO CAUSE JACKSON HARDSHIP DAMAGES AND INJURRY'S WHEN THEY DID NOT EVEN OWN THE NOTE AND HER NOTE WAS BACKED BY POLICY'S THEY LIED ABOUT SAYING REPAIRS WERE COMPLETED IN WRITING WHEN THEY WERE NOT AND WAS TOLD BY GOVERNMENTAL OFFICIALS AND STRUCTURAL ENGINEERS.....!

HOW DID THEY BACK THIS HOUSE BY SECURITY WHEN THE VALUE WAS NEVER PUT BACK TO ITS ORIGINAL POSITION FOR THE DOLLAR AMOUNT THEY SAID THE HOME WAS WORTH...THAT IS WHY THEY REFUSED TO EXCKSIE THE APPRAISAL CLAUSE ON THE HOME THEY KNEW THEY HAD COMMITTED FRAUD UNDER RULE (60b) AND NEW DISCOVERY WAS DISCOVERED LATER IN THEIR OWN AFFIDAVATE ABOVE!....

JACKSON DEMANDS JURY TRIAL

JACKSON DEMANDS JURY TRIAL

Quiet Title

An action to quiet title is a lawsuit brought in a court having jurisdiction over land disputes, in order to establish a party's title to land against anyone and everyone, and thus "quiet" any challenges or claims to title. It comprises a complaint that the ownership (title) of a parcel of land or other real property is defective in some fashion, typically where title to the property is ambiguous. A typical ground for complaint includes the fraudulent conveyance of a property, perhaps by a forged deed or under coercion.

Unlike acquisition through a deed of sale, a quiet title action will give the party seeking such relief no cause of action against previous owners of the property.

**This Caused Jackson The Plaintiff Major Damages...To Date!
Total Exhibits And Documents Filed _____**

WHEREFORE,

This the 18, day of January 2012

Respectfully submitted,

Plaintiff: 

Corla Jackson
13230 Tom Gaston Road
Mobile, Alabama. 36695
Tel. (251) 554-1785
Fax. (251) 865-0735

JACKSON DEMANDS JURY TRIAL

CONTINUED - 2005-12-06-1428

DESCRIPTION

QNTY

UNIT

RCV

DEPREC.

ACV

REVIEWE

See additional pictures for verification of damages.

Hardwood floors

Lights- water from leaking roof inside electricals and outlets

Replacements

NuTone intercom system

Security Camera's

Temporary repairs

New Tarp (see roofing pictures)

X- The support is bent \ warped and has shifted causing major structural damage to the roof and dwelling throughout.

Room Totals: 2005-12-06-1428

27,535.92

0.00

27,535.92

Grand Total Areas:

0.00 SF Walls

0.00 SF Ceiling

0.00 SF Walls & Ceiling

0.00 SF Floor

0.00 SY Flooring

0.00 LF Floor Perimeter

0.00 SF Long Wall

0.00 SF Short Wall

0.00 LF Ceil. Perimeter

0.00 Floor Area

0.00 Total Area

0.00 Interior Wall Area

0.00 Exterior Wall Area

0.00 Exterior Perimeter of
Walls

0.00 Surface Area

0.00 Number of Squares

0.00 Total Perimeter Length

0.00 Total Ridge Length

0.00 Total Hip Length

0.00 Area of Face 1

JACKSON, CORLA

JACKSON, CORL

JACKSON DEMANDS JURY TRIAL

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of January 2012, I filed the foregoing document with the clerk of court, and deposited a copy of the same, registered mail to:

Registered Agent: GMAC Mortgage LLC

X CSC-LAWYERS INCORPORATION SERVICES INCORPORATED
150 SOUTH PERRY STREET
MONTGOMERY, ALABAMA. 36104

PRINCIPAL OFFICE: GMAC MORTGAGE
100 WITMER ROAD
HORSHAM, PA. 19044

C.C. COPIES TO:

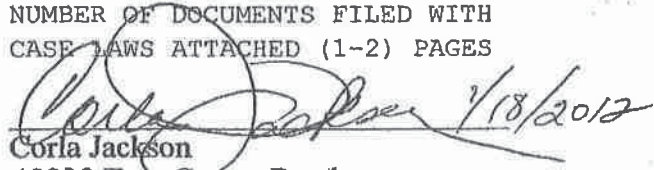
PRESIDENT & VICE PRESIDENT OF THE UNITED STATES
UNITED STATES ATTORNEY GENERAL
GOVERNOR OF ALABAMA
ATTORNEY GENERAL OF ALABAMA
SECURITY'S EXCHANGE
HILLERY CLINTON
GOVERNOR RICK PERRY
BARRY FREEDMAN
IVAN PARKER
L.DANIEL MIMS
CNN NEWS
OPRAH WHINFREY STATION
TYLER PERRY PRODUCTIONS
STEPHEN STILBERG

OTHER NEWS STATIONS TO BE ADDED

NOTARY

Dated this 18, day of January, 2012
JACKSON DEMAND BY JURY TRIAL


NUMBER OF DOCUMENTS FILED WITH
CASE LAWS ATTACHED (1-2) PAGES



Corla Jackson

13230 Tom Gaston Road
Mobile, Alabama. 36695
251.554.1785. 251.865.0735
Total Documents Filed: _____

STATE OF ALA. MOBILE CO.
I HEREBY CERTIFY THIS
PLEADING WAS FILED

2012 JAN 18 PM 4:33


CLERK CIRCUIT COURT


State of Alabama
County of Mobile
Expiration 11-3-12

JACKSON DEMANDS JURY TRIAL

Exhibits & Case Laws

Number Of Pages: _____

As a result of the foregoing transaction, Smith and others ultimately initiated litigation against Walden in the Montgomery Circuit Court (case no. CV-95-1093), seeking a judgment declaring the ownership of certain property. Walden filed several counterclaims against Smith, seeking damages for default on a promissory note, breach of a joint-venture agreement, and fraudulent suppression. Because a detailed summary of the background of these disputes was provided in *Walden v. Hutchinson*, 987 So.2d 1109 (Ala.2007), from which we quote extensively below, we use the terms defined therein as defined terms in this opinion.